



at&t

WHOLESALE AGREEMENT

Customer Name: Neutral Tandem, LLC

Neutral Tandem, LLC	2
Adoption Papers	3
Signature Page	6
Exhibit 1	7

CLEC Agreement with:
Neutral Tandem, LLC

AGREEMENT

This Agreement, which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC and Neutral Tandem-Kentucky, LLC, collectively ("Neutral Tandem, LLC"), all of which are Delaware corporations on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Neutral Tandem, LLC has requested that AT&T make available the interconnection agreement in its entirety executed between BellSouth Telecommunications Inc. ("AT&T") and Comcast Phone, LLC. Comcast Phone II, Inc. dated September 25, 2005 and recently extended by Comcast for three years under the ICA Merger Commitment in the States of Florida, Georgia and Kentucky for the state(s) of Florida, Georgia and Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Neutral Tandem, LLC and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Neutral Tandem, LLC and AT&T shall adopt in its entirety the Comcast Phone, LLC Comcast Phone II, Inc. Interconnection Agreement dated September 25, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Comcast Phone, LLC Comcast Phone II, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	3
Signature Page	1
Exhibit 1 Cover Page	1
Comcast Phone, LLC. Comcast Phone II, Inc. Agreement	426
UNE rate Amendment – Effective 3/31/2006	20
Notice Section Amendment – Effective 2/28/2007	2
Extension Amendment – Effective 6/11/2008	2
TOTAL	457

3. In the event that Neutral Tandem, LLC consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Neutral Tandem, LLC under this Agreement.
4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement, the expiration date shall be September 24, 2011.
5. Neutral Tandem, LLC shall accept and incorporate any amendments to the Comcast Phone, LLC. Comcast Phone II, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
7. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
and
Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC and Neutral Tandem-Kentucky, LLC collectively Neutral Tandem, LLC

Richard Monto, SVP
1 South Wacker, Suite 300
Chicago, IL 60606
Phone 312-384-8090
Fax 312-346-2376
Email rmonto@neutraltandem.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Neutral Tandem-Florida, LLC
Neutral Tandem-Georgia, LLC
Neutral Tandem-Kentucky, LLC

By: DAVID TATAK
Name: David Tatak
Title: VP BILLING & REVENUE
Date: 1/23/09

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, and AT&T
Kentucky by AT&T Operations, Inc., its
authorized agent

By: Eddie A. Reed, Jr.
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 4-2-09

	<u>OCN #</u>	<u>ACNA</u>
FLORIDA	<u>937C</u>	<u>OWS</u>
GEORGIA	<u>067D</u>	<u>OWS</u>
KENTUCKY	<u>896E</u>	<u>OWS</u>

EXHIBIT 1